



James City County Purchasing Office  
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**JAMES CITY COUNTY, VIRGINIA**  
**SEALED REQUEST FOR PROPOSALS**  
**12-4762**

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**Title:** GRINDER PUMP MAINTENANCE  
JAMES CITY SERVICE AUTHORITY (JCSA)

**Issue Date:** September 28, 2011

**DUE DATE:** October 19, 2011, 2PM, local time at the Purchasing Office

**SUBMIT:** Original and four (4) copies

**INQUIRIES:** Deborah Merritt-Ham, Senior Buyer phone (757) 253-6647  
Questions should be faxed or e-mailed only; cutoff for questions is 10/12/11 @ 2:00pm

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**This public body does not discriminate against faith-based organizations.**

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In compliance with this SEALED Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this bid and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

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**SEALED REQUEST FOR PROPOSALS 12-4762 – Grinder Pump Maintenance**  
**Cover Sheet, Page 2, continued**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License# \_\_\_\_\_ Type: \_\_\_\_\_

*State Corporation Commission ID #* \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement of Addendums: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**JAMES CITY COUNTY  
GRINDER PUMP MAINTENANCE FOR JAMES CITY SERVICE AUTHORITY (JCSA)  
SEALED REQUEST FOR PROPOSALS 12-4762**

**I. PURPOSE**

James City Service Authority is soliciting qualified contractors to assume grinder pump service and repair responsibilities for the associated workload of responding to approximately 900 grinder pumps, as it relates to its maintenance agreements. The purpose of this Sealed Request for Proposal (RFP) is to enter into a contract with a qualified firm for the provision of related grinder pump services. They will include, but are not limited to, the furnishing of all materials, equipment, labor, tools, and testing necessary to complete the proposed services according to the scope of work. The resulting contract from this Sealed Request for Proposal will be for one year with an option to extend the contract four (4) additional years, one year at a time.

Services provided by the Contractor shall include, but not be limited to, the repairs or replacements of Environment One grinder pump assemblies. The Contractor will provide all parts and labor to repair or replace the internal electrical controls, the mechanical and structural elements of the pump core, and the collection basin (referred to as the tank). Services will also include limited maintenance to the grinder pump infrastructure as stated in the scope of work. The successful Contractor will maintain the ability to respond promptly to grinder pump emergencies twenty-four hours a day, seven days a week, and within two (2) hours of receiving calls from a homeowner.

**All questions regarding this RFP may be directed to Deborah Merritt-Ham, Senior Buyer on or before 2:00pm on October 12, 2011 via fax (757) 253-6753, or email: [dmerritt-ham@james-city.va.us](mailto:dmerritt-ham@james-city.va.us). *All questions that are pertinent to the project will be answered in the form of an addendum which will be placed on James City County's website <http://www.jccEgov.com/purchasing/bids.html>***

**II. DEFINITIONS:**

- A. The term "Owner" used in this solicitation refers to James City Service Authority.
- B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under the contract
- C. The term "Successful Offeror" means the proposer to whom the Owner (on the basis of the Owner's evaluation as herein provided) makes an award.

**III. OFFEROR'S QUALIFICATIONS**

- A. Offerors shall have been regularly engaged in providing grinder pump installation, maintenance, and repair services for a period of at least four (4) years. A substantial amount of the Contractor's experience must have been conducted within a residential setting. Offerors are required to furnish written references from projects of similar scope.

- B. Offerors shall hold appropriate certifications from the Environment One Corporation for maintaining and servicing the Environment One grinder pumps, or the documented experience and training that provides the equivalent knowledge, skills and abilities.
- C. All personnel providing these services shall be properly licensed as required by the Commonwealth of Virginia and by any other applicable federal, state or local requirements. **The Virginia Board for Contractors, which is under the Department of Profession and Occupation Regulation, requires the successful contractor to have a Contractor's Class A License with plumbing endorsement to install/repair grinder pumps in residential units.**
- D. The selection process may require the offeror to conduct a presentation and product demonstration to James City County before contract award. The product demonstration shall prove that the products and services offered meet JCSA specifications. The offeror shall also demonstrate an understanding of the requirements of the contract and the capability of performing the work to the satisfaction of JCSA.

#### **IV. FAMILIARITY WITH PROPOSED WORK**

It is the responsibility of the Contractor, by careful personal examination of the site, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The Contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The Contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the Contract.

#### **V. SCOPE OF SERVICES**

##### **A. Description of Work, Contractor will:**

1. Maintain ability to respond around the clock, each day of the year, and within two (2) hours of receiving notification of a customer's call for service. The Contractor will provide prompt and courteous service to customers always. He will also instill the understanding within all employees as to the importance of restoring service without delay or hesitation. Due to customer service concerns, no portion of this work shall be subcontracted without prior consent of the JCSA.

The JCSA is not responsible for grinder pumps that are not under a binding maintenance agreement with the JCSA. So, should the contractor receive a call for a grinder pump not on our maintenance agreement list, he would respond as able. However, the JCSA would hope that each citizen within this County would be treated equally, regardless of maintenance agreement standing.

2. Provide maintenance and services relating to the repairs or replacements of the grinder pump core assembly. The contractor will furnish all parts and labor to repair or replace the pump and the internal electrical and pressure controls. He will always replace failed grinder pumps with serviceable units, and relay serial numbers of old and new pumps to the JCSA. See section C, entitled *Communications and Reports*. The decision whether to replace or repair items covered under the maintenance agreement is made by the successful contractor. That is why contractors must maintain an adequate inventory of Environment One parts.

When making repairs to the grinder pump itself, the collection tank, or any internal electrical components, only Environment One manufactured parts and materials may be used. No aftermarket or competitor's parts and materials may be used on or within the Environment One's pumps or tanks. This includes but is not limited to electrical connectors, rebuild kits, or the like.

3. Assess site's overall conditions during response to a grinder pump call. Should there be a possible problem on the JCSA side of the grinder pump assembly, immediately notify JCSA. This would normally be in the form of a sewer blockage between the grinder pump tank and the JCSA's main line. The Contractor is responsible for clearing any stoppages between the grinder pump tank and homeowner's clean out.
4. While responding to service calls the contractor will also inspect for deficiencies, such as low or no voltage from homeowner, broken or malfunctioning disconnect switches, malfunctioning alarm circuits, excessive grease buildup, improper grade around the tank, collapsed tanks, broken lids, etc. In conjunction with the JCSA, the contractor will develop a checklist of potential deficiencies to be investigated at each service call. Should any be noted, the Contractor will then give the homeowner a written notification of all deficiencies. The Contractor will also copy the JCSA via USPS or email of all deficiencies. If using email he will copy Thomas Ebert and Douglass Lang, [tome@james-city.va.us](mailto:tome@james-city.va.us) and [douglasl@james-city.va.us](mailto:douglasl@james-city.va.us), respectively. The JCSA will then follow up with the homeowner.
5. Contact the JCSA should the Contractor find the grinder pump's current draw consistently at or above the nameplate rating of the pump (8 amperes). A blockage in the force main could cause this symptom between the tank and the mainline.
6. Notify JCSA of any problems noted on the inlet side of a grinder pump that the Contractor cannot rectify. This includes piping and fittings from the nearest clean out to the connection at the grinder pump tank. He would also contact JCSA for any problems noted on the force main (discharge) side of a grinder pump. Deficiencies could be in the form of

leaks or breaks. Contractors will treat a potential sewer spill with the same urgency with which they would treat an actual sewer spill. In this scenario the Contractor would contact the JCSA without any hesitation.

7. Contact the JCSA if contractor responds to a service call and discovers sewer is spilling, due to a problem with the discharge pipe on the outside of the tank. As part of their normal response duties, JCSA expects the contractor to make every effort to stop the spill and initiate cleanup activities. Should there be a piping problem on the inside of the tank, then the contractor would correct the deficiency without calling the JCSA.
8. Contact the JCSA immediately should the contractor respond and find that sewer has already spilled on the ground. The contractor would then recover as much spilled sewer as possible. The JCSA would then make a decision as to whether the spill is reportable or not, following the parameters established by DEQ and HRPDC directives. In all cases, the JCSA retains the authority to decide who and what is reported.
9. When there is a loss of service due to the homeowner's responsibilities, the contractor would inform the homeowner of what caused the failure. The contractor is only responsible for those items listed on the JCSA's maintenance agreement as JCSA responsibilities, so should any disputes arise during these discussions the contractor would contact the Project Manager for the appropriate remedy. The contractor may offer a pump and haul service until the homeowner can repair his shortcoming. However, since this does not qualify as a JCSA responsibility, the contractor would negotiate terms for this service between himself and the homeowner.
10. Never depart a work site without ensuring all tank lids are locked or bolted down, as applicable to design of the lid. If a unit is found to have a lock missing or inoperable, replace it before leaving the site.
11. Keep an adequate stock of E-1 pump cores on hand to enable an efficient response for all customer needs. JCSA recommends a minimum on-hand quantity of five (5) pumps.
12. Maintain ability to pump out and clean grinder pump tanks as needed. In all cases Contractors are to remove and properly dispose of, as required by law, excessive solids and grease built up in the bottom of the tanks when servicing a grinder pump. No solids or liquids from grinder pump tanks, or associated piping, are to be intentionally discharged, spilled or pumped onto the ground or into waterways.

After pumping out a can, the Contractor may transfer the liquid pumped to his holding tank back into the grinder pump tank. This will only be allowed when the Contractor can separate all grease and debris from the liquid, without a spill event. At that time, the liquid may be emptied back into the collection tank.

13. Perform all de-watering and pumping and hauling, when required to keep JCSA customers from going without service. These services would be ongoing until the grinder pump is placed back into service. At a minimum, the contractor will offer at least two (2) pump and haul services per day in an effort of keeping the customer in service. When he conducts pump and haul operations, the Contractor will remove the wastewater and solids in a way that protects the environment and nearby wetlands. They will take the waste to a proper disposal site and never dump it back into the grinder pump.
14. Be accountable to perform monthly tests on auto-dialers that monitor grinder pumps within Rivers Edge, which is located in Kings Mill. The contractor will ensure that all alarms work and that the dialer is communicating by page when required. He will also check the power failure alarms. The contractor will report any deficiencies and possible repair costs to the Project Manager, who would then decide whether the JCSA or contractor would make the repairs. Costs for the auto-dialers are to be broken out into a separate monthly fee, and will not be built into the standard monthly charges.

The JCSA will provide a training session for the requirements of the monthly inspections and preventive maintenance actions. The Contractor's electrician must attend this training within the first month of the contract. See section C, entitled Communications and Reports, for the reporting requirements.

15. The Contractor is responsible for exchanging the collection basin (referred to as the tank) when its condition dictates replacement. No replacements are authorized without first gaining the approval of the JCSA. Permission to replace a tank will be governed by the existing maintenance agreement, with the assigned Project Manager (George Adams, Operations Administrator) having the final say. The successful Contractor is responsible for obtaining permits, completing all aspects of the excavation, and replacing the tanks according to manufacturer's and JCSA specifications.
16. Should the Contractor respond to a grinder pump call that is not on the JCSA list, then it is his responsibility to negotiate terms and billing agreements with the homeowner. The Contractor needs to develop the appropriate safeguards to ensure they maintain an equitable enterprise and charge these homeowners a fair and reasonable price. The Contractor agrees that all transactions and interactions with homeowners not on the JCSA list are completely independent of the Contractor's agreement with the JCSA to provide grinder pump maintenance services as described in this sealed Request for Proposals.
17. Contractors may use parts and materials of their choosing when working on the homeowners' side of the grinder pump tank. For example if the

homeowner contracts with them to repair a deficient disconnect switch, then they select the brand name for the job. Again, this is on the outside of, and on the homeowner's side of, the grinder pump collection tank.

18. Will always return the customer's property to the original condition as it was found before making repairs, i.e. landscaping, driveways, etc. The only exception would be the reinstallation of plants or structures that would limit access to the grinder pump. Limited access is also an item that the contractor is responsible for reporting to the JCSA. Should a dispute develop, the contractor would contact the JCSA for further guidance. The JCSA may air on the side of the customer, when it is in the best interests of the JCSA.
19. Accept responsibility for damage caused from the negligent repair or replacement of a grinder pump in the method of executing their work. This would include the homeowners' lawn and landscaping.
20. Contractor should not request assistance from JCSA when a significant number of homeowners experience extended power outages. When considering pump and haul operations during power outages, JCSA found it impossible to support the large number of grinder pumps. This is because a grinder pump needs to be emptied at least twice a day and typically a two-person crew can only empty two or three grinder pumps per hour. With the number of units on the maintenance agreement list, the JCSA will not have the necessary equipment or staff to support a pump and haul operation during a power outage. As such, the JCSA cannot perform pump and haul operations for the Contractor during extended power outages.

JCSA expects the contractors would take the same stance. However, if the successful contractor desires, he may offer services as able.

21. Should a blockage occur, and there is no clean out between the tank and home, explain to the homeowner that they are responsible for its installation. Further explain that you cannot remove the stoppage until they hire the appropriate company to handle the clean out installation. Should the customer inquire, the contractor may offer his services to install a clean out on the homeowner's property. As mentioned previously, the contractor will negotiate fair and reasonable pricing. This would not be considered a conflict of interest, because the contractor did not cause the original problem.

B. Description of Work, JCSA will:

1. Perform an acceptance inspection, which includes the surrounding area, before a grinder pump is entered into the maintenance agreement program. The JCSA performs an operational inspection to assure the grinder pump and associated components are functioning properly. The surrounding area and grade are also a major consideration.



2. Install the core, perform a current and voltage test, check all functions and inspect the electrical installation according to the appropriate standards. If all JCSA standards are met, the inspection crew shall immediately advise JCC Code Compliance that our requirements are met for a Certificate of Occupancy approval.
3. Maintain the grinder pump maintenance agreement list and post to James City County's website. Once homeowners have met all specifications the JCSA will update the list for approvals of new addresses, and will also update terminations of existing maintenance agreements.
4. Be responsible to repair or replace external components of the grinder pump assembly such as the bypass assembly check valve, gate valve, and interconnecting discharge pipe should the components fail.
5. Maintain the discharge pipe from the grinder pump to the sewer collection system free and clear for discharge, when in compliance with the County Standards and Specifications.
6. Following repairs or replacements by the Contractor, perform random inspections on those grinder pumps covered by the JCSA's maintenance agreements. The JCSA reserves the right to not make payment when inspections find that the repairs rendered were not justified or were done so in a negligent manner. See second paragraph of the Payment Terms.
7. Be the determining authority for making the final decision on the termination of maintenance agreements. If an agreement is cancelled the JCSA is responsible to mail out the cancellation letter.

C. Communications and Reports

1. Weekly the Contractor is to fax or email a report which shows the addresses that have been serviced, to include all pertinent information. The Contractor will maintain a system that has the capability to supply JCSA with the address serviced, serial numbers of old and new pumps when replaced, details of each service call, and comments of interactions with customers. The details of the service call must illustrate the initial problem, what was done to mitigate the issue, and a listing of parts used. This information will be the minimum given by the Contractor.
2. Each month the contractor will send confirmation that all required checks were performed on the auto-dialers that monitor grinder pumps within Rivers Edge, which is located in Kings Mill.
3. The contractor shall provide the JCSA's authorized representative with the name and phone number of the Contractor's representative for this contract. The representative shall be a person in the employment of the

Contractor who is familiar with, and regularly updated on, all the Contractor's activities.

4. The contractor is encouraged to ask questions, rather than make assumptions. Any and all changes to the final contract must be communicated to, and approved in writing by, the JCSA's authorized representative.

D. Trial Period

The successful Contractor shall agree to a trial period not to exceed ninety (90) consecutive calendar days. The period shall begin upon contract award. During this trial period, the Contractor shall comply with all terms and conditions of this contract. In the event the Contractor fails to adequately meet all requirements during this trial period, JCSA shall declare the Contractor's performance unacceptable and terminate all agreements without penalty or obligation to the JCSA. Should there be any disputes on the acceptability of the Contractor's work during the trial period, decisions made by the JCSA shall be final.

VI. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

- A. Proposals will contain the following information in the order listed below.
  1. Overview of the firm, including the location of the office and supporting warehouse to perform the work. The offeror will also list the available equipment and parts' inventory available to successfully accomplish the aforementioned scope of work. Finally, indicate the number of years your firm has been in business of maintaining and installing grinder pumps.
  2. The offeror shall demonstrate an understanding of the requirements of the contract (project approach) and their capability of performing the work to the satisfaction of the JCSA.
  3. Describe how your firm would staff this project, and provide an organizational plan that illustrates the company's ability to handle this project. Include resumes or biographical summaries of each individual and subcontractor to be assigned to this project and their responsibilities. The offeror will also show proof of required certifications and licenses as stated in the above "offeror's qualifications."
  4. Experience with similar projects. List previous (must be completed within the past 4 years) and/or current projects with reference contacts including address, phone and fax numbers. A substantial amount of the experience must have been conducted within a residential setting.
  5. Present a plan that has not only a primary method of contacting the Contractor's on-call person, but a complete backup plan should he be unavailable. The Contractor must have an emergency communications plan that assures JCSA can summon his technicians around the clock.

6. JCSA will provide the addresses that have agreements in good standing and will also provide up to date additions or terminations as they occur. However, the offeror must discuss the issue of responding to addresses that do not possess maintenance agreements. When the Contractor responds to a grinder pump call that is not on the JCSA list, then it will be the Contractor's responsibility to negotiate billing terms with the homeowner. The Contractor needs to develop the appropriate safeguards to ensure they maintain an equitable enterprise and charge these homeowners a fair and reasonable price.
7. Illustrate the procedure that will be followed when a pump fails due to a deficiency on the homeowner's part, i.e., tank below grade, faulty disconnect switches, inappropriate traffic, etc. The JCSA's maintenance agreement clearly states what conditions can be covered.
8. Prepare an explanation of how the Contractor will perform the dewatering of grinder pump tanks. Whether a pump and haul or an onsite operation, there must be a method of removing wastewater and solids in order to properly repair or exchange cores. The explanation must address related concerns such as the varying terrain around grinder pump tanks, what type of pump will be used and their lift capabilities, and the physical dimensions and total capacity in gallons of the storage tank. Also, a description of the procedures used to handle tanks that are filled with solidified grease, and how the Contractor will evacuate sewage from grinder pump tanks while protecting the environment and nearby wetlands.
9. Submit a Proposal Pricing Schedule including a lump sum annual price to provide grinder pump maintenance services for the JCSA as described in this Request for Proposals. Since the number of grinder pumps continually increases, submit a proposal for how to reasonably compensate for this growth over time. For example, reasonable compensation could include a fee to be added to the annual contract price upon renewal. The amount of the fee could depend on the actual number of grinder pumps added to the JCSA's maintenance program during the previous year.

When developing the Pricing Schedule, the offeror must take into consideration the monthly tests his electrician will be conducting on the auto-dialers that monitor grinder pumps within Rivers Edge, Kings Mill. The costs for the auto-dialers should be broken out into a separate monthly fee, rather than built into the standard monthly charges. This step is mandatory as to allow the JCSA the ability to justify its fees to the Rivers Edge Homeowners Association. The charge should be included on the monthly statement, but again, as a separate charge from the monthly service charge. There are a total of 4 auto-dialers. 2 auto-dialers monitor 2 grinder pump units, and the other 2 auto-dialers monitor 3 grinder pump units each.

10. The contractor must also include a proposal of costs for when upgrading the older E/One model 200 style grinder pumps to a newer model grinder pump is necessary, should the repair of the older model be unfeasible. The cost breakdown should also include core upgrades to the Extreme model, which includes the required electrical conversion kits. Initially these costs are for informational purposes and are not part of the standard monthly costs. Upgrades shall be invoiced as separate line items under the contract, and not on the monthly statement.

Conversely, changing out a like pump is part of the standard monthly charge. It is only a separate charge when the contractor is forced to perform an upgrade, for example to an Extreme model.

11. Finally, the offeror will include a proposal of costs for when the collection basin (referred to as the tank) requires replacement. The successful Contractor will be the sole contractor for this service and is responsible for obtaining permits, and completing all aspects of the excavation and replacement of the tanks.

B. Additional Instructions:

1. It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. We caution offerors that organization of their response, as well as thoroughness, is critical to the County's evaluation process. Proposals should be in 8 ½" x 11" format and should be prepared simply and economically, providing a straight forward, organized, and concise description of the offeror's ability to meet the requirements of the RFP. The number of pages should be kept to a minimum. Extravagant bindings, colored displays, promotional materials, etc., are not required, as emphasis should be on completeness and clarity of content.
2. **One (1) original and four (4) copies of the proposal are due at the James City County Purchasing Office, 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185 prior to 2:00 PM local time on October 19, 2011.** Request for Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

VII. **EVALUATION AND AWARD CRITERIA**

Selection of the successful offeror shall be based on the following criteria (20 points each):

- A. Qualification of the firm with appropriately qualified and experienced personnel
- B. Contractor's understanding and approach to project
- B. Past experience of Contractor with similar projects.

- C. Contractor's listing of equipment for intended purpose
- D. Price

References may be contacted as part of the evaluation process.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office.

#### **VIII. PROPRIETARY INFORMATION**

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offeror shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

#### **IX. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL**

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any offeror with any County official, other than the assigned Project Manager or Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

Questions regarding this sealed request for proposals may be directed to Deborah Merritt-Ham, Senior Buyer II via fax (757) 253-6753, or email: [dmerritt-ham@james-city.va.us](mailto:dmerritt-ham@james-city.va.us). All questions that are pertinent to the project will be answered in the form of an addendum which will be placed on James City County's website: <http://www.jccEgov.com/purchasing/bids.html>, and also mailed, faxed, or provided by e-mail to all recorded holders of the sealed Request for Proposals.

## **X. CONTRACTUAL AGREEMENT**

A Contract shall be issued to the successful offeror(s). The contract shall consist of this RFP, the successful offeror's proposal and any negotiated terms. Termination of the contract shall be as described in the General Terms and Conditions.

The negotiated fee schedule based on the Scope of Work, and terms and conditions contained herein will be incorporated into the Standard Contract (Sample provided as **ATTACHMENT A**) along with the entire RFP, any addenda and modifications thereto. Any concerns regarding the Standard Contract shall be addressed within the initial proposal response. No vendor developed forms or agreements shall be used in lieu of the Standard Contract. No references to vendor's online documents shall be included in the contract. The County's RFP shall be first in the order of precedence established in the Standard Contract.

The offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligations to furnish services, materials, and reports or other services necessary to carry out the provisions of this Request for Proposals and resulting contract and to complete the Scope of Services outlined therein.

If James City County elects to exercise the option to enter into an extended maintenance or other agreement as a result of this RFP, fees for subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA.

A contract shall be issued to the successful offeror. Termination of the contract shall be as described in the General Terms and Conditions. The negotiated fee schedule based on the Scope of Services, and terms and conditions contained herein

## **XI. GENERAL TERMS AND CONDITIONS**

*See Attachment B.*

## **XII. SPECIAL TERMS AND CONDITIONS**

A. Precedence In Terms: In the event of a conflict, the Special Terms & Conditions shall take precedence.

B. Qualifications of Employees

The Contractor shall provide experienced, capable personnel to direct and complete work in a manner satisfactory to the County. James City County may require those employees whom it deems incompetent, careless or otherwise objectionable to the public interest to be dismissed from the project. The Contractor shall provide, prior to commencement of the contract, a complete list of all employees assigned to perform the contract work. All of the Contractor's employees shall be required to wear a company uniform, identifying Contractor

and employee, and shall carry proper visible identification on their person at all times.

C. WORKMANSHIP, MATERIALS, & EQUIPMENT

Unless otherwise provided in the contract requirements and specifications, the Contractor shall furnish all labor, materials, and equipment for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose. Each item or article shall be subject to inspection, test and approval by James City County. Such equipment shall be of the size and type customarily used in work of this kind.

D. SUPERVISION AND CONDUCT OF WORK

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, any Subcontractor, or James City County.

The Contractor shall arrange for daily on site supervision of the employees performing the contract work. The Contractor's supervisor(s) shall be available at all times when the contract work is in progress. The contractor's supervisor(s) shall be fully and adequately trained and have experience in supervising, sufficient in scope to meet the approval of the James City Service Authority representative. The Contractor's supervisory personnel shall be able to communicate clearly in the English language and with non-English speaking personnel who may be employed by the Contractor to perform the services described in the contract. Contractor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor.

E. PROTECTION AND DAMAGE

The Contractor shall be responsible for the protection of all existing equipment, furniture and facilities, and shall, at his own expense, repair or restore any damages caused by the actions or negligence of his employees within a 24 hour period. If he fails or refuses to make such repairs or restorations, the County may have the work accomplished under separate contract and deduct the cost from this contract price.

The Contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the contract. He shall observe all pertinent safety practices and comply with any applicable safety regulations. All products used by the Contractor in performance of the contract shall meet the appropriate EPA and OSHA Standards. Material Safety Data Sheets (MSDS) must be kept in a labeled safety binder in the area where said chemicals are stored.

F. PAYMENT TO CONTRACTOR

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the lump sum price as contained in the Proposal Pricing Schedule divisible by twelve (12) months. The contractor shall submit a monthly invoice for each of the twelve (12) months. Payment requests shall be adequately supported and acceptable to the Service Authority before payment is made. Payments will be made (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.

The Owner will deduct an amount equal to the average of the Contractor's service calls for those deemed as not being credible service calls. Service calls must appear legitimate and return visits are not to be caused by poor quality of work, or negligence while making repairs. The Owner reserves the right to not make payment when inspections find that the repairs rendered were not justified or were performed in a negligent manner.

G. NOTICE TO PROCEED

Notice to Proceed (both verbally and written) shall be given by the Owner after receipt of the Insurance Certificate. The Contractor shall begin the Work to be performed under this Contract on the date set by future notifications. Failure to begin work within seven (7) days of such notifications may be construed by the Owner as just cause for cancellation of the Contract.

H. SAFETY AND HEALTH REGULATION

The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 as amended (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act as amended (PL 91-54).

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours.

I. WORK BY OWNER

No work by forces of the Owner is required on this project. The Contractor shall provide all necessary labor, equipment, supplies, and materials.

J. INSPECTION

The Owner may appoint a resident inspector or inspectors, as he may deem necessary to inspect all workmanship and to see that the work conforms to the Specifications.



The failure of the inspectors to reject or condemn improper materials and workmanship shall not prevent the Owner from rejecting materials and workmanship found defective at any time prior to the final acceptance of the completed work, nor shall it be considered as a waiver of any defects, which may be discovered later, or as preventing the Owner at any time subsequently from recovering damages for work actually defective.

Payment subject to inspection and approval by James City Service Authority.

K. LABELING OF HAZARDOUS SUBSTANCES

If the items or products or requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in Section 136 of Title 7 of the United States Code, then the bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. Section 1263 or Title 7 U. S.C. Section 136.

L. MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets and descriptive literature should be provided with the proposal for each chemical and/or compound offered.

M. WORK PERFORMANCE

The Contractor shall perform the work in accordance with manufacturer's recommendations and specifications.

N. CONTRACT RENEWALS

If James City County elects to exercise the option to renew the contract for an additional year, subsequent renewal shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the County Board of Supervisors.

O. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

All private and public property distributed in the process of construction shall be restored to the condition existing prior to construction.

P. Use Of Premises And Removal Of Debris: The contractor shall:

1. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
2. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements.
3. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
4. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

Q. Safety

In accordance with generally accepted construction practices, and the requirements for OSHA, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

R. Contractor's Insurance

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, & C.

E. Self Insured Retentions, Deductibles and Aggregate Limits

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents

executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

3. James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

- S. Contractor Responsibilities: Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees to be courteous at all times, not to use loud or profane language, and to work as quietly as possible. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this solicitation.

It is the contractor's responsibility to have equipment of suitable type, and in proper condition to operate and maintain uninterrupted schedules.

It is the contractor's responsibility to follow schedules and instructions provided by designated County contacts.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

**Attachment A      SAMPLE CONTRACT GRINDER PUMP MAINTENANCE (JCSA)**

**CONTRACT NUMBER \_\_\_\_\_**

This AGREEMENT, dated this \_\_\_\_\_, by and between **JAMES CITY COUNTY** (a COUNTY organized and existing under the laws of the State of Virginia); and \_\_\_\_\_ (an individual trading under the above name), hereinafter called the **CONTRACTOR**.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

**Scope of Work:**

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, utility and transportation service required to provide GRINDER PUMP MAINTENANCE in strict accordance with the Plans and Specifications as referenced in **12-4762 Sealed Request for Proposals**, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

**Time of Performance:**

The services of the Contractor are to commence on the date entered above and will continue until \_\_\_\_\_. The resulting contract shall be for a period of one year with an option to extend the contract four (4) additional years, one year at a time.

If James City County elects to exercise the option to renew the contract for an additional year, subsequent renewal shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the County Board of Supervisors.

**Contract Price:**

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any addition or deductions as provided in the Contract Documents, the unit and lump sum price as contained in the negotiated fee schedule attached hereto.

CONTRACTOR

JAMES CITY SERVICE AUTHORITY